

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**


ROBERTS TECHNOLOGY GROUP, INC.	:	CIVIL ACTION
	:	
	:	
v.	:	NO. 14-5677
	:	
CURWOOD, INC.	:	

ORDER

AND NOW, this 23rd day of September 2015, upon consideration of the Defendant's Motion for Summary Judgment (ECF Doc. No. 43), Plaintiff's Opposition (ECF Doc. No. 58), Defendant's Reply (ECF Doc. No. 68), following Oral Argument and as detailed in the accompanying Opinion, it is **ORDERED** Defendant's Motion (ECF Doc. No. 43) is **GRANTED in part and DENIED in part**:

1. Defendant's Motion for Summary Judgment is **DENIED** as to Plaintiff's breach of contract claims under Counts I and II (as subsumed in Count I) alleging damages arising from Defendant's alleged contacts with customers in breach of a promise to "protect" customers before the parties' agreement terminated on a now unknown date. We find genuine issues of material fact as to the events occurring before the termination of the parties' agreements; the meaning of "protect" in the promise; and, the precise date the parties' agreement as to any contacted customer terminated;

2. Defendant's Motion for Summary Judgment is **GRANTED** on all other claims in the Complaint and all of Plaintiff's remaining claims are **DISMISSED**.



KEARNEY, J.